



Board of Chosen Freeholders

Approved as to Form and Legality

Date Adopted

Committee
Economic Development
Public Works

March 7, 2019

Salem County Counsel

**RESOLUTION APPROVING AN EVENT ALONG
RAILROAD AVENUE/WOODSTOWN-PEDRICKTOWN ROAD, COUNTY ROAD #602,
PENNSVILLE-AUBURN ROAD, COUNTY ROAD #551 AND STRAUGHNS MILL
ROAD, COUNTY ROAD #643 IN OLDMANS TOWNSHIP,
IN THE COUNTY OF SALEM**

WHEREAS, a request was received from "Oldmans Township" for use of the roadway shoulders of Railroad Avenue/Woodstown-Pedricktown Road, County Road #602, Pennsville-Auburn Road, County Road #551 and Straughns Mill Road, County Road #643 for a bicycle event sponsored by "Peddler Shop Cycling" (requestor) a paid member of "USA Cycling" on Saturday, May 11, 2019 between the hours of 6:00 AM and 11:00 AM; and

WHEREAS, N.J.S.A. 39:4-197.1 requires a Municipality to receive consent from the County when normal traffic is prohibited by a parade, procession or assemblage; and

WHEREAS, Railroad Avenue/Woodstown-Pedricktown Road, County Road #602, Pennsville-Auburn Road, County Road #551 and Straughns Mill Road, County Road #643 are all roads under the jurisdiction of the County of Salem.

NOW, THEREFORE, BE IT RESOLVED by the Salem County Board of Chosen Freeholders that the request to utilize the roadway shoulders along the EAST BOUND lane ONLY of Railroad Avenue/Woodstown-Pedricktown Road, County Road #602 between Freed Road, a local road and the intersection with Pennsville-Auburn Road, County Road #551; and along the SOUTH BOUND lane ONLY of Pennsville-Auburn Road, County Road #551 to the intersection of Straughns Mill Road, County Road #643; and along the WEST BOUND lane ONLY of Straughns Mill Road, County Road #643 to the intersection with Freed Road, a local road on Saturday, May 11, 2019 from 6:00 AM to 11:00 AM is approved subject to the following conditions:

1. Installation of proper signs at least thirty (30) minutes in advance of the start of the event.
2. Notice to the Salem County 911 Central Dispatch at least twenty-four (24) hours in advance of the event.
3. Flag personnel at both ends of each shoulder and all side streets to direct traffic for the entire duration of the event.
4. New Jersey State Police or Marshalls **must** be stationed at the intersection of Straughns Mill Road, County Road #643 and Perkintown Road, County Road #644 – since the through road is Perkintown Road, County Road #644 and the bicyclist will be traveling on Straughns Mill Road, County Road #643 for the entire duration of the event.
5. Volunteers, Marshalls or equivalent personnel: at the intersection of Freed Road, a local road and Railroad Avenue, County Road #602; the intersection of Woodstown-Pedricktown Road, County Road #602 and Pennsville-Auburn Road, County Road #551; the intersection of Pennsville-Auburn Road, County Road #551 and Straughns Mill Road, County Road #643; the intersections with the Interstate #295 exit and entrance ramps; and the intersection of Straughns Mill Road, County Road #643 and Freed Road, a local road to provide for the safety of motorists and bicyclist for the duration of the event.
6. The requestor shall provide proof of insurance coverage naming the County of Salem 110 Fifth Street, Salem, New Jersey 08079 (including Affiliates) as ADDITIONAL INSURED on all

liability policies (General Liability, Automobile Liability and Umbrella (Excess)), except Workers' Compensation and Professional Liability, for ongoing operations and completed operations on a primary and non-contributory basis.

The requestor shall not commence any work in connection with the event until all of the following types of insurance have been obtained and the Solicitor for the County or Risk Management Consultant of Salem has approved the insurance policies. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey and one that maintains an office in the State of New Jersey. The requestor, shall furnish proof of insurance coverage by "Certificate of Insurance" accompanying the request for event approval and shall name the County of Salem as additional insured (see paragraph below) on a primary and non-contributory basis. Additional insured status shall apply to General Liability, Automobile Liability and Umbrella (Excess) policies.

Such Certificate of Insurance shall provide that the insurance company gives the County of Salem thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage. The County of Salem shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor providing such insurance.

The requestor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss expense or damage resulting from acts occurring prior to termination. It shall be the responsibility of the requestor, to maintain in force such insurance policies named herein during the life of this contract.

7. Applicant shall indemnify and hold harmless the County of Salem from any and all claims or damages. To the extent that state and/or federal laws limit the terms and conditions of this Section, it shall be deemed so limited to comply with such state and/or federal laws. To the fullest extent permitted by law, "Peddler Shop Cycling" a paid member of "USA Cycling" i.e. "Indemnitor" shall indemnify and hold harmless Salem County, its affiliates and their respective members, employees, agents and representatives (collectively, the "Indemnified Parties" and each an "Indemnified Party") from and against liabilities, claims damages, losses, including but not limited to economic losses, demands, penalties, fines, judgments, actions and expenses, including but not limited to attorneys' fees, legal costs and legal expenses, (including those brought by or related to the Indemnitor's own employees, servants, agents or workmen such that the Indemnitor waives any immunity under any workers' compensation, disability benefit or other employee benefit acts or statutes for the purposes of this Section) provided that such liability, claim, damage, loss, demand, judgment, action or expense or penalty or fine ((1) allegedly or actually arises out of, is connected to, or results from performance of or failure to perform the work under this Contract by the Indemnitor, or the Indemnitor's agents, employees, sub tier contractors and suppliers (collectively, "Indemnitor Parties"), or (2) is connected with any accident or occurrence which happens or is alleged to have happened (a) in or about the place where such work is or was performed, (b) while the Indemnitor Parties are performing the work, or (c) while any of the Indemnitor Parties' property, work in progress, equipment or personnel are in or about such place or the vicinity where the accident or occurrence took place, or (3) arises out of any professional services, and, for each of the preceding, regardless of whether or not such liability, claim, damage, loss, demand, penalty, fine, action or expense is caused or alleged to have been caused in part by the Indemnified Parties.

However, this indemnification provision shall not apply to an Indemnified Party that is an architect, engineer, surveyor or its agents, servants or employees (collectively, "Engineers") for any liability, claim, damage, loss demand, action or expenses caused by the Engineers sole negligence arising out of: (1) the preparation or approval by the Engineers of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineers provided such

giving or failure to give is the primary cause of the liability, damage, claim, loss, demand, action or expense.

The obligations of this Section shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Section.

This Section shall survive the termination of this Event.

8. A copy of this Resolution shall be provided to Oldmans Township.
9. A copy of this Resolution shall be provided to the local municipal Office of Emergency Management and Law Enforcement with jurisdictional control over the event route for the preparation of an "Event Safety Analysis".
10. A copy of this Resolution shall be provided to the Salem County Public Works Department, requesting the County Message Boards be made available at least 24 hours prior to the event if needed based on the "Event Safety Analysis".
11. Copies of this Resolution shall be provided to the Salem County Engineer's Office, the Salem County Office of Emergency Management, and the Salem County Sheriff's Department.



CHARLES V. HASSLER, Freeholder
Chair, Economic Development/ Public Works Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on Thursday, March 7, 2019.



STACY PENNINGTON
Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
G. Ostrum, Jr.	✓					✓
C. Hassler	✓				✓	
L. Ware	✓					
R.S. Griscom	✓					
B. Laury	✓					

✓ Indicates Vote

ENG-df